

7th September 2016

## TERMS AND CONDITIONS CFBL CLUBS

Extra-curricular clubs are an important part of CFBL and our objectives are to offer CFBL pupils and (in the case of Football League only) other children a chance to experience and engage in activities beyond their classroom.

CFBL Clubs is a part of College Français Bilingue de Londres Ltd ("CFBL"). It is managed by a Committee of the Board of CFBL (rather than by the School's management). CFBL Clubs runs extra-curricular activities on behalf of CFBL which include organised activities ("clubs") and pre and after school care ("*garderie*").

These T&C do not apply to the Football League to which separate T&C apply

### 1. Admissions

If your child attends CFBL, he or she will be eligible to enrol with a club or the *garderie* if space permits. Some clubs are open only to primary pupils or secondary pupils or to specific year or gender groups.

Separate admission requirements apply to the Football League.

The online booking system contains the details of the clubs offered from time to time and any relevant joining requirements.

### 2. Registration

The "responsible parent 1 or *parent responsable 1*" (as per CFBL's pupils' register) will be sent logon details by email when the child joins the School. Siblings are automatically added to your account so that each family is allocated one account. The responsible parent 1 is described as the "account holder".

If you are not registered with the School as the responsible person 1 and wish to be the account holder, you need to contact [clubs@cfbl.org.uk](mailto:clubs@cfbl.org.uk).

### 3. Online Booking system

All bookings and payments for clubs and *garderie* (except for the Football League club which is operated manually) must be made online using the CFBL Clubs online booking system, available at: [www.cfblclubs.org.uk](http://www.cfblclubs.org.uk).

CFBL Clubs does not accept bookings via email or telephone.

Before booking online with CFBL Clubs, the online booking system will ask you to confirm that you agree to these terms and conditions.

Your CFBL Clubs online account will enable you to book and pay for sessions and give additional information required by CFBL Clubs (for example, naming the persons who are authorised by you to collect your child/children or authorising your child/children to go home unaccompanied).

Any changes to the information contained on your online account, such as contact details, medical details, change of address, change of details of the persons authorised to collect your child must be either edited online or (if un-editable) notified to: [clubs@cfbl.org.uk](mailto:clubs@cfbl.org.uk) as soon as possible. (You must also inform the School's administration separately of any changes to your personal details.)

Booking for an activity will be confirmed if the relevant activity can open. This depends on having a sufficient number of children being interested. In the event that an insufficient number of children register for an activity, CFBL Clubs will not to open the activity and any fees paid in advance will be credited back to your account. CFBL Clubs will send an email to the account holder to notify him/her that a proposed activity cannot open and that the fees have been credited to the family account.

If you wish to be reimbursed rather than your account credited, you need to make a written request

to CFBL Clubs (by email at [clubs@cfbl.org.uk](mailto:clubs@cfbl.org.uk)). CFBL Clubs will only reimburse parents in circumstances when an activity cannot open. This does not apply to Garderie bookings.

#### 4. Clubs, Garderie and Timetables

A list of clubs offered, a description with a timetable and the fees charged by CFBL Clubs are available on the online booking system. This information will be updated each term.

The garderie service is available for GSM and primary pupils only. The garderie is available every school day except for Wednesday afternoon/evening.

There are three garderie sessions: morning (8:00am – 8:40am), afternoon (3:45pm – 5pm) and evening (5:00pm – 6:00pm). The timetable and fee overview for the garderie service is published on

<https://sites.google.com/a/cfbl.org.uk/garderie-information>

##### Morning Garderie

Your child must arrive from 8am and before 8:40am to be admitted the morning garderie service. After 8:40am, he or she must enter the School (at 8:45am) using the entrance dedicated to his/her year group.

##### Afternoon and Evening Garderie

The afternoon and evening sessions open at 3:45pm and 5pm respectively.

To attend the evening garderie session (5pm start) your child must first have been registered either for an afternoon garderie session or with a club that operates between 3:45pm and 5pm on that day.

If your child attends any garderie session (morning, afternoon or evening) with no prior booking, even though he/she is booked for another session that day, you will be charged the full non-prebooked rate of £8 per child for the session(s) (see booking deadlines below).

#### 5. Garderie Bookings

For the Pay as You Go Garderie service (PAYG) only: bookings must be made by the deadline applicable for the relevant session as follows:

*Morning garderie sessions must be booked by 7am the same day*

*Afternoon and evening garderie sessions must be booked by 3pm the same day*

Failure to make a booking by the deadline means that:-

your child may not be granted access to the garderie if the maximum capacity has been reached;

you will be charged the non-booked rate of £8 per session/per child.

You are able to check your past 12 months' bookings history on your online account under the 'Bookings Summary'. If you have any queries about your bookings, please contact [clubs@cfbl.org.uk](mailto:clubs@cfbl.org.uk).  
Re-scheduling a PAYG garderie session

It is possible to re-schedule a PAYG garderie session (only) to another day (including for a booking paid for with Childcare Vouchers) if you contact [clubs@cfbl.org.uk](mailto:clubs@cfbl.org.uk) before 5pm, the day before the session intended to be rescheduled.

If you have not contacted CFBL Clubs to re-schedule a PAYG garderie session, as indicated above, no

refund will be due and your account will not be credited if your child cannot, for whatever reason, attend the booked session.

See 'Cancellation / Refunds' below for other garderie and for clubs bookings.

#### 6. Wednesday Lunches for Primary Students.

For some primary Wednesday clubs, a compulsory charge for lunch will be invoiced to you by CFBL separately during the relevant term. The clubs with a compulsory lunch are indicated in the information which can be found by clicking on the 'i' symbol for that Club on the booking screen. If you book an activity with a compulsory lunch, you agree to pay the lunch charge invoiced by CFBL in addition to the fee for the activity.

Lunches on Wednesdays for primary pupils are only possible if your child attends a club with a compulsory lunch or a number of activities as indicated on the information screen found by clicking on the 'i' symbol.

## 7. Transport to off-site venues

CFBL Clubs staff will organise the transport or will accompany children who attend clubs held offsite. Children who are required to be collected from the School will be transported or walked back to School at the end of the off-site session. Other children (ie those who are authorised to make their way home unaccompanied) will go home directly from the off-site venue.

## 8. Collection of children

The Holmes Road entrance is used for dropping off or collecting children for/from the garderie service. Clubs collections are generally made from a Cathcart Street exit. The online booking system will inform you of the collection point for the club activity concerned.

All GSM children **must** be collected by a person named on your online account.

For primary and secondary pupils: you must indicate on your online account if your child can leave the school (or an off-site venue) unaccompanied or whether you want your child to be collected from school (and if so name all persons authorised by you to collect your child). A proof of identity will be required by CFBL Clubs staff if the person who collects your child is not known to the School.

***The booking system is automatically set to require that children need signing out whether they are primary or secondary pupil. The account holder will need to 'tick' the relevant box to authorise a child to leave the School unaccompanied.***

## 9. Late collection

It is important that **all** children are collected **on time**. An additional charge of **£8 per half hour or part thereof** will be made for a late collection ("late collection charge"). If a child is not collected on time from an off-site location, he/she will automatically be brought back to the School for late collection (Holmes Road entrance) and the late collection charge will apply.

## 10. Fees

The fees for the garderie (including the Pay As You Go garderie system) are published online at: <https://sites.google.com/a/cfbl.org.uk/garderie-information/>. The fees for other clubs are published on the booking system.

You will be required to pay the fees due in advance when you make the online booking.

Except for the PAYG Garderie system, fees are payable for a full term (or for the full duration of the activity) when the account holder books the activity online.

If your child attends the garderie, any session started is payable in full regardless of the time he or she is collected.

In the case of primary pupils, if you have requested in your child's "*notice individuelle*" for he/she to be delivered by a class teacher to the garderie service (for example if you are late collecting your child) and your child is not pre-registered for the afternoon garderie session, the non-pre-booked fee of £8 per garderie session will apply. This will always apply to GSM pupils who must be collected by an adult.

**All fees must be paid using the online booking system. The system only accepts Visa & MasterCard payments and also Childcare Vouchers (see Childcare Vouchers below).**

Fees and late collection charges are due for payment within 14 days of the request for payment. Failure to settle fees or late collection charges when they are due will result in CFBL taking action (including legal action) to recover all outstanding debts. Childcare Vouchers cannot be used to pay a late collection charge or non-pre-booked fees.

Where a late collection charge is outstanding, CFBL Clubs reserves the right to exclude the child from the activity or garderie until the late collection charge is paid, without issuing a refund for any sessions unattended. The online booking system will only accept a new booking when you pay any outstanding amount due to CFBL Clubs.

There will normally be no refunds of credit if a child is absent from a session whatever the reason.

## 11. Childcare vouchers

CFBL Clubs accepts payment by Childcare Vouchers via the online system for **pre-booked garderie service only**. Childcare Vouchers cannot be used as payment for any other CFBL Clubs or credit. Garderie bookings paid using Childcare Vouchers must be 'honoured': an amount representing the cost of the online booking must be transferred to CFBL Clubs' bank account from the parent's Childcare Voucher account within 24 hours of the booking being made. Failure to transfer the amount as requested will result in the booking being cancelled .If the booking cannot be cancelled because the child already attended the garderie session, the payment will remain due. Childcare vouchers cannot be used to pay late collection charges or 'non pre-booked' garderie Fees.

CFBL reserves the right to modify its conditions for payment by childcare vouchers at any time to reflect any future arrangements and change in the law.

## 12. Cancellations/ refunds

Except for CFBL PAYG garderie service (see section.5 'Garderie Bookings' above) garderie or clubs sessions which are block-booked for a term will not be refunded **for any reason**, including the child's absence due to sickness or if the child leaves the School in the course of the term, for whatever reason.

However, if CFBL Clubs is required to cancel a session (for example due to an unforeseen circumstances or because it cannot find a satisfactory replacement for a club leader who is sick or for adverse weather), the cancelled session will be reimbursed by crediting your online Clubs account.

In the event that we are obliged to cancel a session at short notice, the account holder will be informed by email message. Primary pupils who are not authorised to go home unaccompanied will be supervised by the garderie service until collected by an authorised adult. In such case, CFBL Clubs reserves the right to charge for childcare at the standard garderie rate (currently £4 per hour). The fee for the cancelled club session (less cost of childcare garderie, if any) will be credited to your account.

Although garderie or clubs sessions which your child cannot attend are not refunded you **MUST** nevertheless inform CFBL Clubs ([clubs@cfbl.org.uk](mailto:clubs@cfbl.org.uk)/0207 993 7417 ) that your child will not be attending the session. Failure to report absences causes distress for staff concerned that the child may be missing. Repeated failure to notify the Clubs Manager that your child cannot attend a Club or Garderie session may result in your child not being accepted in to Clubs or Garderie in the future.

## 13. Credits

It is possible to put credit on your family account in order to pay for CFBL Clubs' services. Credit on your online account will remain active for as long as your child (or one of your children) continues to be registered as a CFBL pupil and can be used to pay for sessions booked online. CFBL will not refund any unused credit after a child has left CFBL (including if a child leaves CFBL in the course of a school year, for whatever reason).

If you have credit on your account and wish to have it refunded to you, please contact the Clubs manager before your child/children depart the school.

## 14. Sickness, first aid and medical treatment

At the start of the school year, parents are asked to complete forms, including a medical information form. Medical information is held by the School Nurse and communicated with CFBL Clubs as necessary.

CFBL Clubs staff is not authorised to administer any medicine. Any medicine which is to be administered by the School Nurse (CFBL Administration of Medication Policy) must be administered before your child attends a CFBL Club activity. Although the school Nurse liaises with CFBL Clubs, you are required to notify CFBL Clubs of any such arrangement.

At least one CFBL Clubs or School staff present in the School or off-site at any time will have a basic first aid qualification.

Any child who has suffered from diarrhoea, sickness, high temperature/fever or conjunctivitis must be kept away from the activity for a period of 48 hours after such condition has ceased.

Should any child suffer from any of the above whilst attending a CFBL Clubs activity or garderie, the

staff will contact and ask the parent/carer to come and collect the child as soon as possible. A child may be asked to remain in the School's sick room rather than participate in the activity.

### **15. Responsibility for Payment**

Both parents ( or any other person responsible for the child ) are legally responsible, jointly and severally, for the payment of all fees, charges and penalties lies at all times regardless of which parent is named as the account holder. Failure by CFBL Clubs to make more than one written or verbal request for payment of fees does not constitute an excuse or reason for late or non-payment.

### **16. School Policies**

CFBL School Policies apply to CFBL Clubs. They can be consulted on the school's main website. CFBL Safeguarding Policies including Staff Obligations in Safeguarding apply to CFBL Clubs. The Childcare (Disqualification) Regulations 2009 apply to members of staff providing early years childcare or later years' childcare, including before school and after school clubs, to children who have not attained the age of 8 and to those who are directly concerned in the management of that childcare.

CFBL staff who work in a childcare setting are required to notify the School immediately if there are any reasons why they should not be working with children. This includes any staff who are disqualified from childcare or registration including 'by association' i.e. they live in the same household (or someone is employed in their household) as someone who has unspent cautions or convictions for a relevant offence.

If there is cause for complaint, your grievance should be directed in the first instance to CFBL Clubs Manager by email to: [clubs@cfbl.org.uk](mailto:clubs@cfbl.org.uk). Any appeal will be addressed to the Board Clubs Committee.

### **17. Behaviour Statement**

We aim to encourage and promote acceptable behaviour and respect for others. CFBL Discipline and Behaviour Policy apply to all CFBL clubs and garderie. We appreciate parental support in achieving and reinforcing this.

### **18. Grounds for Exclusion**

We reserve the right to exclude a child from a CFBL activity or garderie:

in case of persistent poor behaviour on the part of the child (which includes, but is not limited to, bullying, verbal abuse, physical violence, fighting, racial incidents, defiance, rudeness to others, dishonesty, disobedience and deliberate damage to property), or nonpersistent incidents of particularly serious behaviour (for example which endangers children or staff)

The staff will record poor behaviour in the incident book. Three recorded incidents may result in a temporary or permanent exclusion at the discretion of the person in charge of the activity or garderie.

Where a parent/carer is in breach of any of these terms and conditions.

Refunds will not be made if a child is excluded from CFBL clubs or garderie on the grounds set out above.

### **19. SEN and Disability**

Please inform the Clubs Manager if your child has a special educational need (SEN) or disability.

### **20. Insurance**

CFBL's public liability insurance covers the activities of CFBL Clubs.

### **21. Reservation of Rights**

CFBL Clubs reserves the right to change these terms and conditions at any time and will give written notice of such changes to parents / carers using the details held by CFBL.

## 22. Waivers and Exclusions

CFBL shall not be liable for any direct or indirect loss suffered by parents as a result of the closure of a club, including but not limited to loss of profits, increased costs or expenses or wasted expenditure.

CFBL does not accept liability for any loss of, or damage to, a child's personal property, however incurred.

CFBL accepts no responsibility for injury caused during CFBL Clubs activities from pre-existing medical conditions which are not notified separately, as required, to CFBL Clubs (even if CFBL was

separately informed). It is the duty of parents to notify CFBL of any changes to your child's medical condition or other personal details.

No failure or delay by CFBL in exercising any of its rights or remedies shall prejudice or affect its ability to do so unless it has provided a specific waiver or release in writing.

## 23. Data Protection Policy

The School is aware of its duties under the Data Protection Act 1998 and is required to process relevant personal data regarding pupils and their parents and guardians as part of its operation and shall take all reasonable steps to do so in accordance with its Data Protection Policy. Processing may include obtaining, recording, holding, disclosing, destroying or otherwise using data.

The school has appointed the Financial and Administrative Manager as Data Protection Officer (DPO) who will endeavour to ensure that all personal data is processed in compliance with this policy and the Principles of the Data Protection Act 1998.

## 24. Jurisdiction and governing law

CFBL's web-site and other literature are written to clarify CFBL Club's organisation and rules and inform parents. Although they are correct at the time of publication, they do not form a contract between you, the Club or CFBL.

CFBL reserves the right to amend, without notice, these Terms and Conditions. Registration of a pupil with CFBL Clubs is conditional on acceptance of these terms and conditions, which, subject to any amendment, apply throughout the whole period of the child attendance at CFBL Clubs.

The contract between you and CFBL is governed by English law and subject to the jurisdiction of the English Court

